

Joe
re: PCB specs

At Long last, Walt Williams
has reviewed specification.
He indicates that an amount
for the Environmental Impairment
Liability Insurance should
be specified.

Can we forward package to Del G.
asking him to work out
details with Walt?

~~Terri~~
OK...
...on K², either
an amount or a printed
minimum as may be required
for/or required by any
appropriate legislation
or regulation.
JD

PEND TO ~~3-1-79~~ 4-9-79 FOR JPR

RE-PEND TO 3-9-79 FILE

SUBJECT Disposal of PCB's

ACTION REQUIRED

3-26-79 Del said very little PCB accumulated; may
~~not have to dispose for some months - will give~~

FILE INDEX 21104 4-9-79 deadline best shot.

3-21-79: Per Del Young. He has to write a
specs to the Purchasing Department.
Has not been able to get at it be-
cause of work load. He asked if it
could be pended to 4-9-79?

CTY0069720

SEA316133

4/30/79

Bob Gowan

Would George Gou be interested
in reviewing the insurance
commitment prior to Joe's
approval?

Terri

George -
For review ASAP.
Bob

Joe

Please note

Bids specifications do not mention
the ICC ~~or~~ carrier requirement.

Del Young, after talking to Bill
Reley of OEA feels that the
Department will have adequate
insurance coverage with the
current specifications. Requiring
an ICC carrier will only
increase costs.

4/14 ~~James~~
~~Mike~~
~~Shirley~~



DATE : April 9, 1979

TO : J. P. Recchi

FROM : A. A. Mandapat *A.A.M.*

SUBJECT : Specification and Request for Bids.
Transportation and Disposal of Polychlorinated Byphenyls (PCBs).

Attached is our draft dated April 9, 1979 for your review and comments. We have also sent a copy to Bill Riley in Environmental Affairs.

The intent of this specification and request for bids is to secure an outside contractor who owns or otherwise controls a disposal site certified by EPA. Further, that said contractor arrange for transportation from the South Service Center to the certified disposal site via their own vehicle and driver or by commercial carrier. For both transportation and disposal, we are to receive a certification of disposal and a detailed composite bill for each load.

This document and attachments, without going into extreme detail, express our desires in any contract issued for this purpose. Please advise any changes you may deem necessary.

AAM:dym

Attachments: -Copies of Federal Register
re: PCBs.
-Copies from Dept. of Transportation
Regulations.

cc: Mandapat/Del Young
Henault/Riley
File
Central File

Invitation to Bid - Description

Provide a complete disposal service for Polychlorinated biphenyls (PCBs), a toxic material. PCBs will be received for disposal by the contractor's driver or agent in four possible forms; pure liquid contained in 55 gallon steel drums, miscellaneous materials such as earth or absorbant material contaminated with PCBs (sludge) in 55 gallon steel drums, leaking high voltage electrical equipment such as large capacitors, transformers or switchgear in 55 gallon steel containers and pallets of non-leaking PCBs filled electrical equipment such as capacitors, transformers or switchgear.

Satisfactory performance by the contractor under this contract shall require strict compliance with the Federal Toxic Substances ~~Contract~~ ^{Control} Act, Section 6 (e)(1), Public Law 94-469 and Title 49, Code of Federal Regulations, Chapter I, Materials Transportation Bureau, Department of Transportation, Subchapter C, Hazardous Materials Regulations, Part 177;

Subpart B, Section 177.834 (a) thru (L)

Subpart B, Section 177.841

Subpart D, Section 177.853

Subpart D, Section 177.854

(See copies of both attached)

Subpart D, Section 177.860

Bidders shall ^{be} ~~be~~ restricted to persons or corporate entities who own or totally control disposal sites certified by the Federal Environmental Protection Agency for the disposal of PCBs materials and sludge or equipment containing PCBs. **Should a bidder not be certified for liquid PCBs, a subcontract arrangement may be presented with the primary bid for review by the City. If such an arrangement is presented, the contractor shall not be relieved of any insurance responsibilities by virtue of the subcontract arrangements.**

It is contemplated that this contract will require the transportation and disposal of

①

approximately ~~4-5 loads per year~~, as required, during the remainder of 1979 and during 1980; each load is estimated to consist of approximately 8 - 3'9" pallets of capacitors or other items averaging 3'6" high and 4 - 55 gallon steel drums. The City will be neither obligated nor restricted by these estimates. The successful contractor will be notified when the first load will be ready for pick up with a **three week leadtime.**

All materials are to be **picked up** by the contractor or the contractor's agent at the **Salvage Area of the South Service Center**, 3613 - 4th Avenue South, Seattle, Washington, 98134, upon notification by the Chief Warehouse - Salvage. Prior to leaving the South Service Center premises, the contractor's driver or transportation agent's driver will furnish the Chief Warehouse - Salvage with an **Acceptance Receipt for the load**, detailing quantities of each item received and a Certification that the materials will be delivered to the contractor or to a **disposal site** which is certified by the **Environmental Protection Agency**. **City Light will load** the Contractor's or Agent's truck subject to the general direction of the driver.

Billing for each pick-up is to be a single bill directed to:

City Light Department
1015 - Third Avenue
Seattle, Washington 98104
Attention: Chief Warehouse - Salvage
South Service Center - A.

The bill is to detail charges by item showing transportation and disposal charges separately.

The Contractor shall assume ownership of all PCBs materials and equipment containing PCBs at the property line of the South Service Center.

Bidders will submit their bids only on the enclosed bid form, expressing their bids in terms of units shown together with insurance details as provided herein.

12

CTY0069725

SEA316138

The Contractor will take out and maintain during the life of the contract Bodily Injury and Property Damage Liability Insurance appropriated to the use of automotive vehicles in performance of this contract, including cover for sudden accidental discharge of pollutant materials.

The Contractor will also take out and maintain during the life of this contract Environmental Impairment Liability Insurance which will protect the Contractor and the City of Seattle from any or all claims for Bodily Injury, Property Damage, and Impairment or diminuation of any environmental right or amenity protected by law; said Liability Insurance to include protection against claims arising out of the use of automotive vehicles in the performance of this contract and liability arising from Environmental Impairment due to a sudden, unintended and unexpected happening.

The Contractor will provide the City (prior to performance under the contract) Certificate of Insurance appropriate to the foregoing insurance, said Certificates providing not less than ten (10) days notice to the City in the event of cessation of such insurance. The Certificate of Insurance for Environmental Impairment will specifically state that the City of Seattle is an Additional Insured thereunder, and will be accompanied by a copy of the Agent's request to the Insurer that said insurance policy be specifically endorsed as such.

Bidders will include the following information with their bids:

1. A description of the insurance which they have in force at the present time and a discussion of how they propose to modify their present coverage to comply with this contract, if required.
2. A description of the preparations for shipping which the Contractor desires be performed on the disposable items prior to pick up. It is intended that these preparations will become a part of the bid evaluation and of any contract. Preparation for shipping clauses will not be changed during the contract term except by edict of the EPA or Department of Transportation.

(m)

In compliance with the Invitation to Bid dated _____, 1979, and subject to all the terms and conditions thereof, the undersigned hereby offers and agrees to provide transportation and disposal services to the City of Seattle for the following toxic materials at the rates specified.

For the remainder of the year 1979:

PCBs Liquid	\$ _____	per 55 gal. drum.
PCBs Sludge, or other contaminated material:	\$ _____	per 55 gal. drum.
PCBs filled equipment, leaking:	\$ _____	per 55 gal. drum.
PCBs filled equipment (mostly capacitors)		
banded to 3'9" square pallets - average		
3'6" high	\$ _____	per pallet.

For the year 1980:

PCBs Liquid	\$ _____	per 55 gal. drum.
PCBs Sludge Sludge, or other contaminated material:	\$ _____	per 55 gal. drum.
PCBs filled equipment, leaking:	\$ _____	per 55 gal. drum.
PCBs filled equipment (mostly capacitors)		
banded to 3'9" square pallets - average		
3'6" high.	\$ _____	per pallet.

Declaration by bidder as to shipping preparations to be made by City Light prior to pick up. (Attach separate ^{statement} ~~statement~~ if required)

Description of insurance coverages in force is attached hereto.